

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re, GILBERTO APONTE, Debtor, TOYOTA MOTOR CREDIT CORPORATION, Movant, v. GILBERTO APONTE, and KENNETH E. WEST, Trustee, Respondents.	Bankruptcy No. 20-10808-elf Chapter 13 Document No.
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Toyota Motor Credit Corporation (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this *Motion for Relief from the Automatic Stay* (the “Motion”), representing as follows:

THE PARTIES

1. Respondent, Gilberto Aponte, (“Debtor”), is an adult individual with a place of residence located at 419 Selma Street, Philadelphia, PA 19116.
2. Kenneth E. West, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

4. On or about February 7, 2020 (the “Petition Date”), Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about January 15, 2021, Debtor purchased a 2015 Toyota RAV4 Utility 4D XLE AWD, VIN# 2T3RFREV6FW265461 (the “Vehicle”), pursuant to a Retail Installment Sale Contract (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as **Exhibit A**.

6. Movant has a secured interest in the Vehicle, as evidenced by the Certificate of Title attached hereto as **Exhibit B**.

7. The Contract requires monthly payments of \$311.93, which amounts are due on or before the 1st of each month.

8. As of the date of this Motion, Debtor is in default of their payment obligations to Movant in the amount of \$1,377.66. Debtor is currently due for the payment due on August 1, 2022.

9. Debtor’s Chapter 13 Plan states that post- petition payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$5,851.81.

11. The N.A.D.A value for the 2015 Toyota RAV4 Utility 4D XLE AWD, VIN# 2T3RFREV6FW265461 is \$17,625.00. A true and correct copy of a printout showing that value is attached hereto as **Exhibit C**. Therefore, although there appears to be minimal equity, the Debtor is still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because Debtor has failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Toyota Motor Credit Corporation, respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2015 Toyota RAV4 Utility 4D XLE AWD, VIN# 2T3RFREV6FW265461.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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Dated: December 12, 2022